

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

WildEarth Guardians, a non-profit
organization; Western Watersheds
Project, a non-profit organization,

Plaintiffs,
vs.

David Bernhardt, as Secretary of the
Department of the Interior; the United
States Department of the Interior, a
federal department; Aurelia Skipwith,
Director of the U.S. Fish and Wildlife
Service; and the U.S. Fish and Wildlife
Service, a federal agency,

Federal-Defendants.

CV-19-00441-TUC-CKJ

STIPULATED
AGREEMENT
REGARDING ATTORNEYS'
FEES AND COSTS

In accordance with this Court's August 3, 2020 order (Doc. 43),
Plaintiffs, WildEarth Guardians and Western Watersheds Project, and
Federal-Defendants, David Bernhardt, in his official capacity as Secretary of
the Interior; Aurelia Skipwith, in her official capacity as Director of the U.S.
Fish and Wildlife Service; and the U.S. Fish and Wildlife Service (collectively
the "Service"), have met and conferred and agreed to settle Plaintiffs' claims
for reimbursement of attorneys' fees and costs in this case.

Plaintiffs and the Service hereby stipulate and agree as follows:

1 1. The Service agrees to settle any and all of the Plaintiffs' claims for
2 attorneys' fees, costs, and expenses in the above-captioned litigation for a
3 total of \$27,000.
4

5 2. Payment(s) of the settlement funds shall be accomplished by
6 electronic funds transfer into the Western Environmental Law Center's trust
7 account for Plaintiffs. Within 10 days of entry of an order approving this
8 Agreement, Plaintiffs will provide the Service with the necessary account
9 information to effectuate this payment in a timely manner, including: the
10 payee's telephone number, bank account number, account type, bank routing,
11 and transit number and the payee's tax identification number.
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14 3. The Service agrees to submit all necessary paperwork for the
15 processing of the payment described in Paragraph 1 above to the Department
16 of the Treasury's Judgment Fund Office, pursuant to 16 U.S.C. § 1540(g)(4),
17 within 20 business days of receiving the information necessary for processing
18 the electronic funds transfer described in Paragraph 2 above.
19
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21 4. Plaintiffs agree to accept payment of \$27,000 in full satisfaction of
22 any and all claims for attorneys' fees, costs, and expenses related to the
23 above-captioned litigation, through and including the date of this Agreement.
24

25 5. Plaintiffs agree that receipt of this payment from the Service shall
26 operate as a release of Plaintiffs' claims for attorneys' fees and costs for all
27 work on any and all of the claims asserted in the operative complaint,
28

1 through and including the date of this Agreement.

2 6. By this Agreement, the Service does not waive any right to contest
3 fees claimed by Plaintiffs or Plaintiffs' counsel, in any future litigation, or
4 continuation of the present action. Further, this stipulation as to attorneys'
5 fees and costs has no precedential value and shall not be used as evidence in
6 any other attorneys' fees litigation against the United States.
7

8 7. This Stipulated Agreement is the result of compromise and
9 settlement, and it is based on and limited solely to the facts involved in this
10 case. It does not represent an admission, by any party, to any fact, claim, or
11 defense concerning any issue in this case.
12

13 8. This Stipulated Agreement has no precedential value and shall not
14 be used as evidence either by Plaintiffs or the Service in any other litigation
15 between them except as necessary to enforce the terms of this Agreement.
16

17 9. Nothing in this Stipulation shall be interpreted as, or shall
18 constitute, a commitment or requirement that the Service is obligated to pay
19 funds exceeding those available, or take any action in contravention of the
20 Anti-Deficiency Act, 31 U.S.C. §1341, or any other appropriations law.
21

22 10. This document sets forth the entire Stipulated Agreement of the
23 parties for the settlement of the request for attorneys' fees, costs, and
24 expenses. All previous understandings, agreements, and communications
25 prior to the date hereof, whether express or implied, oral or written, relating
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1 to the subject matter of this Stipulated Agreement, are fully and completely
2 extinguished and superseded by this Stipulated Agreement. No modification
3 of this Stipulated Agreement shall be valid unless expressly consented to in
4 writing by all the parties.
5

6 11. The terms of this Settlement Agreement shall become effective
7
8 upon approval from this Court.

9 12. This Stipulated Agreement shall be governed by and construed
10 under federal law.
11

12 13. The undersigned representatives of the parties certify that they are
13 fully authorized by the party or parties whom they represent to enter into the
14 terms and conditions of this Stipulated Agreement and to legally bind the
15 parties to it.
16

17 Accordingly, the parties jointly and respectfully request entry of this
18 stipulation via the attached proposed order
19

20 Respectfully submitted November 23, 2020:

21
22 /s/ Matthew Bishop
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